

## Terms and Conditions for the **Aldi Easter Egg Tasting Officer Competition**

**The Promoter** is Aldi Stores (Ireland) Limited (Aldi Ireland), a limited liability company with company number 294035 and having its registered office at 67/68 Fitzwilliam Square, Dublin 2. The head of its advertising and marketing department is situated at Newbridge Road, Naas, Co Kildare.

Please read these terms carefully before entering the Aldi Easter Egg Tasting Officer Competition (Competition).

### **How to enter:**

1. To enter the Competition, entrants must email [eastereggofficer@aldi.ie](mailto:eastereggofficer@aldi.ie) explaining the reasons why he or she should be offered the role of Chief Egg Tasting Officer at Aldi Ireland. Entrants should include references to examples of his or her favourite Aldi chocolate, as well as any chocolate related stories.
2. Applications open at 12:00am on 8/3/21 and close on 12/3/21 at 11:59pm.
3. One (1) overall winner and three (3) runners up will be chosen from all valid entries and will be contacted on or before the 15/3/21.
4. By entering the Competition, entrants accept the terms and conditions set out herein.
5. Aldi Ireland is not responsible for any lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified. No responsibility can be accepted for any technical failures of any kind or any unauthorised intervention in any part of the entry process, nor for any technical or human error, which may occur in the administration of the Competition or the processing of entries
6. Entries must not contain material that:
  - (a) is inappropriate, offensive, indecent, obscene, hateful, defamatory, derogatory or anything similar;
  - (b) promotes irresponsible or excessive drinking; or
  - (c) may promote bigotry, racism, hatred or harm against any group or individual or that may promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
7. Entrants acknowledge that other entrants may have submitted ideas and concepts that may be similar to his or her entry, and that he or she will not be entitled to any compensation or right to negotiate with Aldi Ireland over such matters.
8. Entrants warrant that their entries are their own original creation and have not been copied and/or reposted from any other persons.
9. In the event of any dispute regarding the selection of the winners of the Competition, the decision of Aldi Ireland is final and no correspondence or discussion shall be entered into.
10. Aldi Ireland reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these terms and conditions.

### **Eligibility:**

11. The Competition is open to all residents in the Republic of Ireland, except:
  - (a) employees of Aldi Ireland;

(b) employees of any business involved or associated with the Competition;

(c) employees of any of Aldi Ireland's agencies (including any of its parent and/or affiliate companies);  
or

(d) the immediate family (spouse, parents, siblings and children) and other household members of any such employee described in this clause.

12. All entrants must be 18 years of age or older before entering.
13. By entering the Competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. Aldi Ireland may require you to provide proof that you are eligible to enter the Competition. Aldi Ireland reserves the right to verify entrants' eligibility.
14. There is a limit of one (1) entry to the Competition per person.
15. Internet access is required to enter the Competition.
16. Aldi Ireland will not accept Competition entries that are:
  - (a) automatically generated by a computer;
  - (b) completed by third parties or in bulk; or
  - (c) illegible, have been altered, reconstructed, forged or copied.
17. Only entries sent to the following email address will be accepted: [eastereggofficer@aldi.ie](mailto:eastereggofficer@aldi.ie)

**Prize:**

18. One (1) overall winner and three (3) runners up will be chosen by Aldi Ireland's Consumer PR team from all valid entries.
19. The winner and runners up will be notified by email no later than 15/03/2021 and asked to confirm a Republic of Ireland address for the delivery of the Competition prize. Aldi Ireland reserves the right to offer the prize to the next eligible entrant selected from the entries that were received before the closing date if the overall winner or any runner up is not eligible or the overall winner or any runner up cannot reasonably be contacted by Aldi Ireland.
20. The overall winner of the Competition will receive a minimum of 10 Easter eggs and a €500 Aldi voucher. The three (3) runners up of the Competition will each receive a minimum of 5 Easter eggs and a €200 Aldi voucher. The prize is not negotiable or transferable.
21. The overall winner will be required to write a review on his or her five favorite Easter eggs from the Aldi Easter eggs provided as part of the prize (**Reviews**).
22. The overall winner will be sent an information pack detailing further information, instructions and guidance on what details will be expected in his or her Reviews.
23. The overall winner will be required to submit the Reviews no later than 23/03/2021 in accordance

with the instructions that will be provided to them by Aldi Ireland.

24. Aldi Ireland and/or its agents have the right to edit the Reviews in any way that it deems necessary.
25. The Reviews will be published and shared across all of the Aldi Ireland's channels (including across Aldi Ireland's PR, digital, recruitment and social media channels) between 23/03/2021 and 05/04/2021.
26. By entering this Competition, you grant Aldi Ireland the right to use, publish and/or share any Reviews that you create, in any that way it chooses.
27. The prize is non-refundable, non-changeable and no cash alternative will be given.

#### **Judging:**

28. Aldi Ireland reserves the right, in its absolute discretion, to substitute another prize of similar or greater value.

#### **Data protection and publicity:**

29. Any personal data relating to entrants of the Competition will be used solely in accordance with the provisions of Irish data protection legislation and will not be disclosed to a third party without the individual's prior consent, other than is absolutely necessary so as to fulfil the prize offered under this Competition.
30. Any information submitted by you must be personal to and relate specifically to you. You hereby warrant that the information which you submit and/or distribute will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything which is defamatory, obscene, indecent, harassing or threatening. Accordingly, all entries to the Competition must not identify any individual other than the entrant.
31. By entering this Competition, you hereby warrant that all information submitted by you is true, current and complete.

#### **Ownership and publication of Competition entries and intellectual property rights:**

Winners may be required to take part in publicity accompanying or resulting from this Competition. By entering this Competition you hereby assign to Aldi Ireland, and waive your moral rights in, the copyright and all other intellectual property rights whatsoever in your entry and confirm that you have no rights in any promotional or advertising material or similar which arises out of, or is in connection, with this Competition. Winners agree to the use of their name, photograph and disclosure of county and town of residence and will co-operate with any other reasonable requests by Aldi Ireland relating to any post-winning publicity (including being shown on the Aldi Ireland Facebook page and Twitter account). Winners consent to their names and county of residence being announced on the Aldi Ireland Facebook and Twitter page for the general public to see. Aldi Ireland is not responsible for printing or typographical errors in any promotional materials relating to the Competition.

#### **General:**

32. Aldi Ireland reserves the right, at its sole discretion, to disqualify any entry that does not comply with these terms and conditions.

33. Aldi Ireland reserves the right to amend or withdraw the Competition if circumstances arise which are beyond its control.
34. Aldi Ireland reserves the right to disqualify any individual it finds to be tampering with the operation of the Competition in an unsportsmanlike or disruptive manner. Any attempt by any person deliberately to undermine the legitimate operation of the Competition may be a violation of criminal and civil law and, should such an attempt be made, Aldi Ireland reserves the right to seek damages from any such person to the fullest extent permitted by law. Aldi Ireland's failure to enforce any of these terms and conditions shall not constitute a waiver of that provision.
35. If Aldi Ireland fails to comply with these terms, it will be only responsible for the loss or damage which you suffer which is foreseeable as a result of its breach of these terms or its negligence. However, Aldi Ireland will not be responsible for loss or damage which is not foreseeable or which is outside of Aldi Ireland's reasonable control. No responsibility or liability will be accepted by Aldi Ireland for entries that are not received or are lost in transmission for any reason or are in breach of the terms. Proof of sending or transmission will not be accepted as proof of entry. In the event of any dispute, including but not limited to entries, the decision of Aldi Ireland will be final.

Nothing in these terms excludes or limits Aldi Ireland's liability for death or personal injury arising from Aldi Ireland's negligence, or Aldi Ireland's fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by Irish law.

36. To the extent permitted by law, Aldi Ireland is not liable for any injury or damage to persons or property, which may be caused, directly or indirectly, from any entrant's participation in the Competition or from any prize.
37. All issues and questions (whether contractual or non-contractual) concerning the construction, validity, interpretation and enforceability of these terms and conditions shall be governed by and construed in accordance with the laws of Ireland and the parties hereby agree to the exclusive jurisdiction of the Irish courts.
38. These terms (together with the documents referred to in them) constitute the entire agreement between you and Aldi Ireland in relation to your entry to the Competition, and supersede and extinguish all previous agreements in respect of the Competition.
39. If any provision or part-provision of these terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these terms.